



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order of possession under a Mutual Agreement to End Tenancy ("Mutual Agreement") pursuant to section 55; and
- Reimbursement of the filing fee pursuant to section 72.

The landlords attended the hearing and were given the opportunity to make submissions as well as present affirmed testimony and written evidence. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The tenant did not appear at the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 18 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlords and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant had been provided.

As the tenant did not attend the hearing, the landlords provided affirmed testimony regarding service of the Notice of Hearing and evidence package. The landlords testified they served the tenant by posting the documents to the tenant's door on October 7, 2020. The landlords submitted images of the posting.

Further to the affirmed testimony of the landlords and supporting documents, I find the landlords served the tenant on October 10, 2020, three days after posting, pursuant to section 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to the relief requested?

Background and Evidence

The landlords provided the following uncontradicted testimony as the tenant did not attend the hearing.

The tenancy began June 1, 2015. Monthly rent is \$2,800.00 payable on the first of the month. The tenant provided a security deposit of \$1,000.00 and a pet deposit \$1,000.00 which the landlords holds.

On July 7, 2020, the parties entered into a Mutual Agreement to End Tenancy with an effective date of September 1, 2020, a copy of which was submitted. The Agreement is in the standard RTB form and is signed by both parties.

The tenant continues to occupy the unit.

The landlord requested an Order of Possession and reimbursement of the filing fee of \$100.00.

Analysis

The landlord provided undisputed and credible evidence at this hearing.

I accept the landlords' testimony and documentary evidence in all aspects. I find landlord has met the burden of proof on a balance of probabilities with respect to the relief requested.

I find the parties entered into a Mutual Agreement to End Tenancy effective September 1, 2020. I find the tenant continues occupancy of the unit.

As the tenant is still in occupancy of the unit, I find that the landlord is entitled to an Order of Possession, pursuant to Section 55 of the *Act*. I issue an Order of Possession effective on two days notice.

As the landlords are successful in their application, they are entitled to reimbursement of the filing fee of \$100.00 which they may deduct from the security deposit they hold.

Conclusion

I grant an Order of Possession to the landlords effective on two days notice. This Order must be served on the tenant. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 10, 2020

Residential Tenancy Branch